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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 8, 2021

Subject Grant Agreement – City of Oakland - Violence Prevention – Community Schools and Student Services Department

Ask of the Board Approval by the Board of Education of Grant Agreement between the District and the City of Oakland for violence prevention programs.

Background In 2014, Oakland voters approved the Oakland Public Safety and Services Violence Prevention Act (Measure Z) which provided funds for violence prevention programs, emergency response personnel, and police officers in Oakland.

One strategy to be pursued with Measure Z Violence Prevention and Intervention Programs funds is the support of reentry programs for youth and young adults, including case management, school support, job training and placement. Pursuant to this strategy, on May 18, 2021, the Oakland City Council passed Resolution Number 88654 C.M.S., allocating \$8,560,000.00 in Measure Z funds to renew grant agreements with violence intervention programs service providers for the period July 1, 2021 through June 30, 2022, including \$85,000.00 awarded to Oakland Unified School District.

Discussion Approval and acceptance by the Board of Education of Grant Agreement between the District and the City of Oakland accepting \$85,000.00 in City of Oakland Measure Z (Public Safety and Services Violence Prevention Act) funding, to manage and oversee the implementation of Oakland Unite support for justice involved youth for the period July 1, 2021 through June 30, 2022 will help the District support life coaching to juvenile offenders referred by the Juvenile Justice Center Transitional Center (JJC) with a focus on school placement, probation discharge, and brokering of local support services via the Community Schools and Student Services Department.

Fiscal Impact Grant in the amount of \$85,000.00

Attachment(s)

- Grant Management Face Sheet

- Grant Agreement
- Scope of Work
- Budget
- Budget Narrative
- Department of Violence Prevention Proof of Match Sheet
- Department of Violence Prevention Programs Contact Information Sheet
- Oakland City Council Resolution No. 88654 C.M.S.
- Combined Grants Schedules
- Schedule V Supplemental Response
- Schedule V Letter of Determination

OUSD Grants Management Face Sheet

Title of Grant: City of Oakland – Violence Prevention	Funding Cycle Dates: July 1, 2021 – June 30, 2022
Grant’s Fiscal Agent: (contact’s name, address, phone number, email address) City of Oakland Human Services Department 150 Frank H. Ogawa Plaza, Suite 4340 Oakland, CA 94612 Attn: Peter Kim	Grant Amount for Full Funding Cycle: \$85,000
Funding Agency: City of Oakland/Oakland Unite	Grant Focus: Manage and oversee the Implementation of Oakland Unite support for justice involved youth
List all School(s) or Department(s) to be Served: Community Schools & Student Services	

Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	Justice involved youth will be connected to schools and case managers to support their successful transition back to school.
How will this grant be evaluated for impact upon student achievement? (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD’s indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant’s budget for evaluation.)	We will track the number of youth enrolled in school and the education supports provided.
Does the grant require any resources from the school(s) or district? If so, describe.	Yes, grant budget narrative lists costs to the District for salary and benefits for violence prevention staff as \$101,548.04
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU? (If yes, include the district’s indirect rate of 3.25% for all OUSD site services in the grant’s budget for administrative support, evaluation data, or indirect services.)	No
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No
Who is the contact managing and assuring grant compliance? (Include contact’s name, address, phone number, email address.)	Community Schools and Student Services Department Oakland Unified School District 1000 Broadway, Suite 150 510.879.2901 Andrea.Bustamante@ousd.org

Applicant Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	DocuSigned by: <i>Andrea Bustamante</i>	8/12/2021
Chief Academic Officer	Sondra Aguilera	DocuSigned by: <i>Sondra Aguilera</i>	8/12/2021

Grant Office Obtained Approval Signatures:

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		

**GRANT AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Grant Agreement (the “Agreement”) dated July 1, 2021 is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and OAKLAND UNIFIED SCHOOL DISTRICT (“Grantee”).

RECITALS

- A. The City wishes to enter into this Agreement with Grantee to provide Violence Intervention Services in accordance with the 2014 Oakland Public Safety and Services Violence Prevention Act (Measure Z) for period July 1, 2021 to June 30, 2022.
- B. The City Council, pursuant to Resolution No. 88654 C.M.S. has allocated grant funds to Grantee to fund its community-related programs and activities as specified herein for an amount to not exceed \$85,000.

Now therefore the parties to this Agreement agree as follows:

1. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to Eighty-Five Thousand dollars (\$85,000) (the “Grant”).

2. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A** and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be Peter Kim.

3. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

4. Time of Performance

The Grant term shall begin on July 1, 2021 , and shall end on June 30, 2022.

5. Method of Payment

Grantee shall be paid for the performance of the Work set forth in the Scope of Work in accordance with the Program Budget included in the Scope of Work. Payments shall be made in the amounts stated in the Scope of Work and shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work. Payments shall be due upon completion of the Work or as otherwise specified in the Scope of Work. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City's expense forms. Invoices shall state a description of the Work completed, itemized costs, fees and expense and the amount due.

Each request for payment must include a performance report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee's performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation and detail Grantee's plan to increase client service levels for the remainder of the term of this Agreement in order to meet performance goals.

The documents submitted shall be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the Scope of Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

6. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a "disputed invoice" within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a "disputed invoice" is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is "disputed", the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City's Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment

that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City's Liaison in writing within five business days that there is a bona fide dispute between Grantee and claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, upon the filing of a compliant, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention, and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

7. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

8. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

9. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

10. Records and Audit

Grantee must maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

11. Fraud, Waste and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

12. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City, and any attempt to assign, subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

13. Publicity

Any publicity generated by Grantee for the program funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, shall make reference to the contribution of the City in making the project possible. The words "City of Oakland" shall be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Grantee to assist Grantee in generating publicity for the program funded pursuant to this Agreement. Grantee further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this program.

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Grantee must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Grantee shall indemnify and hold harmless (and at City's request, defend) the City, and its Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

- (i) Breach of Grantee's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Grantee under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Grantee under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Grantee;
 - (v) Unauthorized use or disclosure by Grantee of confidential information; or
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding subsections (i) through (vi), the term "Grantee" includes Grantee, its officers, directors, employees, representatives, agents, servants, sub-consultants and subgrantees.
- c. The City shall give Grantee prompt written notice of any such claim of loss or damage and shall cooperate with Grantee, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, the City shall have the right if Grantee fails or refuses to defend the City with counsel acceptable to the City to engage its own counsel for the purposes of participating in the defense. In addition, the City shall have the right to withhold any payments due Grantee in the amount of anticipated defense costs plus additional reasonable amounts as security for Grantee's obligations under this section. In no event shall Grantee agree to the settlement of any claim described herein without the prior written consent of the City.
- e. Grantee acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any claim or action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Grantee by the City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence, or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this

Agreement. The City's liability under this Agreement shall be limited to payment of Grantee in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Non-Liability of City

No member, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

17. Right to Offset Claims for Money

All claims for money due or to become due from the City shall be subject to deduction or offset by the City from any monies due Grantee by reason of any claim or counterclaim arising out of this Agreement, any purchase order, or any other transaction with Grantee.

18. Events of Default and Remedies

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. Failure to adequately perform the Work set forth in the Scope of Work;
- b. Improper use or reporting of funds provided under this Agreement by Grantee or its employees or agents;
- c. Substantial failure by Grantee to observe and perform any other provision of this Agreement; or
- d. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee or Grantee's agent of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified

breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

- (A) Terminate this Agreement in whole or in part;
- (B) Suspend payments under this Agreement;
- (C) Demand immediate reimbursement of any funds disbursed under this Agreement;
- (D) Bring an action for equitable relief (a) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (b) enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;
- (E) Bar Grantee from future funding by the City; and/or
- (F) Pursue any other remedy allowed at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2022.

19. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on 30 days' written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

20. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any pending or threatened litigation against Grantee arising from or related to the OUSD/DVP Youth Diversion Program in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City prior to execution of this Agreement on **Schedule K**, incorporated herein by reference. Failure to disclose pending disputes prior to execution of this Agreement shall be a basis for termination of this Agreement.

21. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-

making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.

- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in (a) any for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500, or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- d. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. Local/Small Local Enterprise Participation

The City has established requirements for participation by local and small local enterprises, including local nonprofit organizations and small local nonprofit organizations, in publicly-supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with this requirement.

24. Living Wage Requirements

Grantee will be considered a City Financial Assistance Recipient (“CFAR”) and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of **\$15.30 with health benefits** and **\$17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Effective July 1st of each year, Grantee shall pay adjusted wage rates.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.26 per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

25. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of a Grantee's operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of Grantee.

The Equal Benefits Ordinance requires, among other things, submission of the Equal Benefits Declaration of Nondiscrimination attached hereto as **Schedule N-1** and incorporated herein by reference.

26. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.

Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

27. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

28. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

29. Business Tax Certificate or Exemption

Grantee shall obtain and provide proof of a valid City business tax certificate or business tax exemption certificate. Said certificate must remain valid during the duration of this Agreement.

30. Abandonment of Grant

The City may abandon or indefinitely postpone the Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

31. Relationship of Parties

The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation.

32. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement and otherwise carry out the Work; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to undertake the Work; (4) that there are no pending or threatened actions or proceedings before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the persons executing and delivering this Agreement are authorized to execute and deliver such document on behalf of Grantee.

33. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. Times of performance under this Agreement may also be extended for any cause for any period of time by the mutual written agreement of the City and Grantee.

34. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved for form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

35. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

36. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City
City of Oakland
Department of Violence Prevention
150 Frank H. Ogawa Plaza, Suite 4340
Oakland, CA 94612
Attn: Peter Kim
pkim@oaklandca.gov

Grantee
Oakland Unified School District
1000 Broadway
Oakland, CA 94607
Attn: Hattie Tate

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

37. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to this Grant and contains all of the representations, covenants and agreements between the parties with respect to the Grant. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

38. Amendments and Modifications

Any amendment to or modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

39. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

40. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

41. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

42. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any time extension granted to Grantee to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should Grantee not complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of Grantee to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Grantee.

43. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

44. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

45. Counterparts

This Agreement may be signed in multiple counterparts, which, when signed by all parties, will constitute a binding agreement.

46. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule A-2: Collection, Sharing, and use of Oakland Unite Program Data
- Schedule C-1: Compliance with ADA

- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

47. Approval

If the terms of this Agreement are acceptable to Grantee and the City, sign and date below.

[SIGNATURES ON NEXT PAGE]

“CITY”

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator (date)

Approved for forwarding:

By: _____
Department Head (date)

88654
Resolution Number

Approved as to form and legality:

By: _____
Deputy City Attorney
3071714v2

“GRANTEE”

OAKLAND UNIFIED SCHOOL DISTRICT

By: Andrea Bustamante

Name: Andrea Bustamante

Title: Executive Director

Date: July 19, 2021

Shanthy Gonzales

Shanthy Gonzales
President, Board of Education

Kyla Johnson-Trammell

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 7/15/21.

Joanna J. Powell

GRANT AGREEMENT

EXHIBIT A

SCOPE OF WORK AND BUDGET

[attached]

SCHEDULE A TO CITY OF OAKLAND GRANT AGREEMENT

Department of Violence Prevention Grantee Services July 2021- June 2022

This Scope of Work outlines services that will be provided by **Oakland Unified School District (OUSD)** (Grantee) as a condition of receiving funds from the **City of Oakland** (City) Department of Violence Prevention (DVP).

The violence prevention programs administered by DVP, funded by the Oakland Public Safety and Services Violence Prevention Act of 2014 (Safety and Services Act) and other funding sources are collectively called '**DVP**' and may be referred to as such throughout this scope.

SECTION I: YOUTH DIVERSION & REENTRY

A) Description of Services

1. Grantee, as a provision of receiving Safety and Services Act funding from the City in the Youth Life Coaching and Reentry sub-strategy, shall place students exiting the Juvenile Justice Transition Center (JJTC) in an Oakland Unified School District (OUSD) educational site or other educational institution and refer eligible youth to life coaching services. This will include staffing of one Enrollment Coordinator and the provision of services for up to 375 youth to be re-enrolled back into an OUSD school and 150 youth to be referred for life coaching services over the contract period of July 1, 2021 through June 30, 2022.
2. **Start-up Efforts:** This is an ongoing program and no new staff will be needed.
3. **Services Summary:** The OUSD enrollment coordinator will enroll youth in OUSD educational sites as well as other educational institutions and refer youth to life coaching services based upon outreach to families and needs assessments of minors prior to or at the time of their release from juvenile hall. The OUSD Enrollment Coordinator will also co-facilitate with Department of Violence Prevention staff bi-monthly case conference meetings with life coaches (as needed), OUSD staff, JJTC staff and medical staff. Alameda County Probation has placed a deputy probation officer supervisor (DPO) liaison in the JJTC to collaborate with the enrollment coordinator on CBO referrals and to provide informational support to life coaches. Services will consist of the following:
 - a. Eligibility requirements and participant recruitment: youth served must be ages 12 to 18, leaving the JJTC and or walk-ins (meeting enrollment requirements) reenrolling in OUSD or other educational appropriate institution or program. The OUSD enrollment coordinator will work with probation and JJTC staff to provide referrals to DVP funded agencies. The OUSD enrollment coordinator may also be asked to provide OUSD educational information to life coaches for participants referred from the alternative approved outside referrals.
 - b. Method of confirming participant eligibility for enrollment: The OUSD enrollment coordinator will input relevant OUSD information into CitySpan for each participant and provide a referral through CitySpan to Department of Violence Prevention funded agencies.
 - c. The OUSD enrollment coordinator will be supervised by OUSD personnel. The enrollment coordinator will report to the OUSD executive director of Community Schools & Student Services. The executive director will oversee all OUSD staff, programming and operations and work in partnership with other units from OUSD to support staff at the JJTC.

4. Coordination and Mandatory Meetings:

- The enrollment coordinator must attend bi-monthly case conference meetings held by DVP to discuss participant success, challenges, and support needs.
- The enrollment coordinator will assist with facilitation/coordination of multi-disciplinary teams (MDT) meetings to reintroduce participants back into the school environment with supports. MDT's will be conducted as needed.
- The enrollment coordinator will participate in JJTC Case Conference where students to be referred will be discussed with Transition Center stakeholders.

5. Participant Deliverables Recap: The OUSD enrollment coordinator is responsible for coordinating the identification and assignment of 375 students to OUSD schools and 150 youth to DVP life coaches by the end of the contract. The enrollment coordinator will meet with the Intensive Youth Life Coaching Network as needed to ensure the referral process is smooth.

B) Schedule for Reporting and Invoicing

The schedule for reporting, invoicing, and payments for this sub-strategy is as follows:

Types of Report	Due Date	Payment Amount
Submit Progress Report documenting achievement of Quarter 1 deliverables	Friday, October 8, 2021	\$21,250.00 (25% of Total)
Submit Progress Report documenting achievement of Quarter 2 deliverables	Friday, January 14, 2022	\$21,250.00 (25% of Total)
Submit Progress Report documenting achievement of Quarter 3 deliverables <i>Proof of twenty-percent (20%) match of total Department of Violence Prevention funds must be submitted*.</i>	Friday, April 8, 2022	\$21,250.00 (25% of Total)
Submit Final Progress Report documenting achievement of deliverables for entire contract	Friday, July 15, 2022	\$21,250.00 (25% of Total)
Total Amount		\$85,000.00 TOTAL

C) Schedule for Deliverables for July 1, 2021- June 30, 2022

Grantees are accountable for the services described in Section IA above, and for expending project funds in approved budget categories. Grantees that expend their funds fully and meet the benchmarks for the deliverables listed below will be eligible to receive 100% of their grant award. If benchmarks are not met, contract payment may be reduced. See Section II, "DVP Requirements for All Grantees" below for additional details.

Benchmarks to be Achieved	Quarter			
	Q1: Ends Sept. 30, 2021	Q2: Ends Dec. 31, 2021	Q3: Ends March 31, 2022	Q4: Ends June 30, 2022
Benchmarked Deliverables (meeting deliverables ensures access to full award)				
# of Oakland residents/students identified and assigned to school	85	155	260	375

# of students referred to life coaching	25	50	100	150
# of MDT meetings at school sites planned	3	6	9	12
# of case conferences meetings at Transition Center	10	20	40	50
# of presentations at community meetings	N/A	1	2	3
# of youth referred to other educational institutions	5	10	20	30
Other Reported Benchmarks (these benchmarks will be used to report on program quality and impact)				
# of students assessed for special education	0	0	0	0

SECTION II: DVP REQUIREMENTS FOR ALL GRANTEES

A) DVP Service Requirements

1. **Funds Must Supplement:** Grantee understands that DVP funds may not be used to supplant other funds. DVP funds may be used to expand or enhance existing programs or to initiate new services or programs.
2. **Shifts in Funds and/or Activities During Contract:** DVP reserves the right to revise contract amounts based upon shifts in available revenue during the fiscal year, either positively or negatively. In addition, shifts in contracted activities, when mutually agreed upon, may also occur at the request of DVP.
3. **Oakland Residents:** Grantee shall provide services to Oakland residents with DVP funds, unless given authority to provide services to non-residents by DVP staff for a specific reason (i.e. safety of participant, participant directly impacted by violence in Oakland).
4. **Standards of Practice:** Grantee shall align services with the DVP Program Standards of Practice as outlined in the Grantee Manual. These standards include but are not limited to: establishing a trusting relationship with participants, keeping participants safe and well; developing participant-centered goals; supporting sustainable change; building a professional practice; and coordinating efforts to support participants' achievement of positive outcomes and goals. Grantee shall attend DVP-sponsored trainings, as described below, to gain competency in the DVP Standards of Practice.
5. **Mandatory Meetings:** Grantee shall appoint appropriate staff member(s) to attend and participate in the following in person or virtual meetings. Failure to attend mandatory meetings can result in the reduction of up to 5% of the scheduled payment for that fiscal quarter.
 - a. Grantee Webinars: Grantee shall appoint appropriate staff to participate in no more than four webinars per year to orient Grantees to grant requirements and deadlines, provide evaluation updates, and offer technical assistance on the use of the Cityspan service database (Cityspan trainings may also be held in-person as needed).
 - b. Learning Opportunities: Grantee shall appoint appropriate staff members to participate in up to 30 hours per year of DVP-hosted learning opportunities that build staff capacity to implement the DVP Standards of Practice. Grantee staff may also be invited, but not required, to participate in DVP senior trainer program, where selected staff receive facilitation training and co-facilitate trainings to their peers in the network on relevant

topics. Selected staff will receive a small stipend.

- c. **Strategy Meetings:** Grantees are required to send appropriate staff to strategy meetings that will be convened by DVP as noted in Sub-Strategy Section(s) above.
 - d. **Community-Based Events:** Grantee shall participate in at least three (3) community virtual or in-person events to provide information about DVP Violence Prevention Programs, and the work their agency is funded to do. Grantees may be asked to table or present at relevant events by DVP staff and will be asked to document community event participation in quarterly progress reports. A DVP sign must be visible at all tabling events.
6. **Grantee Manual:** Grantee shall adhere to the instructions and procedures provided, and revised from time to time, by DVP in the Grantee Manual.
 7. **Referrals:** Grantee shall refer participants to needed services such as health (including MediCal or other insurance enrollment), mental health, employment, housing, and other services.

B) Reporting, Documentation and Evaluation Requirements

The Grantee shall submit the following reports, at the time and in the number of copies specified, to the program officer designated by the DVP. If requested to do so by the program officer, the Grantee shall present an oral briefing on any report submitted.

The DVP reserves the right to withhold up to 5% of the Grantee's scheduled payments if the Grantee does not fulfill the requirements listed below in a timely manner including; submission of progress reports and associated data, responsiveness to the independent evaluator, and demonstrating sufficient attempts to obtain participant consent forms.

1. **Progress Reports:** Reports should address progress in terms of program implementation and completing the tasks specified in the previous section(s), plans for the resolution of any problems which may arise and, if necessary, an updated work plan for the remainder of the contract period as documented in the Cityspan database.

Grantee will provide four (4) quarterly Progress Reports via the Cityspan database that include the information above and also compile program data on required deliverables and other measurable benchmarks listed in the previous section(s), as well as other program data requested for the purpose of evaluation, including but not limited to, participant demographics and service dosages. Progress Reports will be due by the following dates:

- Friday, October 8, 2021 (1st quarter)
- Friday, January 14, 2022 (2nd quarter)
- Friday, April 8, 2022 (3rd quarter)
- Friday, July 15, 2022 (Final Report)

2. **Data Collection:** Grantee will abide by the terms established in Schedule A-2: Collection, Sharing, and Use of DVP Program Data, executed in 2019 and incorporated by reference. In addition to program data described above, Grantee may be asked to participate in data collection related to measurable data outcomes. This may include any viable information on: a) criminal convictions; b) school attendance; c) school re-entry; and d) violent injury or re-injury. This information may be supplemented by data from institutional partners such as Oakland Unified School District, Alameda County Probation, and the California Department of Corrections and Rehabilitation.
3. **Evaluation:** Grantee agrees to comply with data requests from the independent evaluation provider as well as from the internal process evaluator from the City Administrator's Office.

Grantee is required to input participant and program data electronically on a regular basis and submit automated invoices and progress reports electronically. Grantee agrees to participate and assist in all evaluation activities prescribed by the independent evaluator, including but not limited to site visits, surveys, assessments and interviews. Grantee agrees to communicate with the independent evaluator in a timely fashion.

4. **Consent Forms:** Grantee will collect signed Release of Information forms for every participant for whom individual level services are provided. For minors, services that require parental/guardian permission in order for the minor to participate in the program also require a signature of consent from parent/guardian or legal designee if they are a ward of the Court.
5. **Grievance Procedures:** Grantee will provide a formal procedure for clients to express and resolve grievances, including denial of services. The grievance procedure will be made available to all clients, either through public posting in the service site or through the client intake process and documented in the client's file.
6. **Match:** The Grantee will provide documentation of the twenty percent (20%) match of the total amount of DVP funds for each sub-strategy (noted above) in which the grantee receives funds. Match documentation will be required for the entire DVP contract period of July 1, 2021- June 30, 2022 by the third quarter: Friday, April 8, 2022.
7. **Lead Agencies and Fiscal Sponsors:** The Grantee shall comply with the required guidelines for monitoring of sub-grantees that will be provided in the Grantee Manual, including but not limited to: ensuring documentation of service provision and submission of quarterly invoices and progress reports, and conducting program observations and site visits to review service delivery and fiscal and management controls.
8. **Service Provision Documentation:** Grantee is required to keep on file all documentation related to the enrollment and services provided to each participant, and of all events held as part of the grant. Referrals to services such as health (including insurance enrollment), mental health, employment, housing, and other services should be tracked in the Cityspan database. All required documentation should be kept on file for at least five years after the end date of this contract. DVP staff will examine the following documentation during site and file review visits:
 - a. General Outreach/Community Events: A log that includes the time, date, location, number of staff and number of people served at each outreach event. For community events, a sign in sheet to document the number of people who attend is required whenever feasible. If volunteers are an integral part of the program design, a separate sign-in sheet should be kept to track volunteer participation.
 - b. Intensive Outreach: A record for each participant that includes a brief intake form, the date and time of each contact, any relevant proof of eligibility, and a DVP consent form when possible.
 - c. Group Services: A sign-in sheet for each group session held that includes the time, date, location and the names with signatures for each participant. Eligibility and consent forms for each group participant must also be maintained.
 - d. Employment Services: Program files must include proof of eligibility and work readiness (e.g., work permit for youth, checklist confirming social security card, valid Identification etc. for adult), incentive/stipend logs, job placement/retention verification, and DVP consent forms for each participant.
 - e. Life Coaching: A file for each participant that includes: proof of eligibility; an intake form and/or an assessment form; a separate life map/case plan; record of any incentives/stipends received, and an DVP consent form.

- i. Contacts and Case Notes: Each contact that is entered in the Cityspan database should have an associated case note in Cityspan and/or in another format accessible to program officers for review. Case notes should be concise but should contain sufficient information to justify the length and purpose of the contact, and the relation to participant's needs and goals. Case notes should be legible, use acceptable grammar and abbreviations should be used carefully.
- f. Mental Health Services: A file for each participant that includes: proof of eligibility; an intake form; any assessments completed; and an DVP consent form. If mental health contacts are documented in the Cityspan database, case notes associated with that contact must be made available for program officers review on a de-identified basis.
- g. Referrals: Referrals to needed services such as health, mental health, employment, housing, and other services should be tracked in the Cityspan database.
- h. Trainings: A sign-in sheet that includes the time and date of the event and signatures of each training participant.

C) Payment

1. The City agrees to pay the Grantee a sum not to exceed the Grant amount for the performance of sub-strategy deliverables and project outcomes and based on project expenditures in approved categories as outlined in the attached **Budget** and **Budget Narrative**.
2. Grant funds may only pay for the Grantee's services, materials, supplies, equipment, administration and other operating expenses of the Grantee subject and applicable to and allowable under this Agreement.
3. The Grantee shall submit invoices for services with an accompanying progress report according to the schedule(s) set forth above via the Cityspan database. The invoice will include a budget summary of expenses incurred, an update on the completion of scheduled deliverables, and any other information or documentation required by this Agreement.
4. DVP will review expenditures and completion of agreed upon deliverables to determine eligible payment amounts. Percentage of deliverables achieved will be based on the extent to which benchmarks have been met across all deliverables combined. Grantees who expend grant funds in the approved categories will be eligible to receive funds based on the following criteria:
 - a. Grantees who achieve less than 65% of their benchmarked deliverables will be eligible to access 85% of grant funds, if appropriately expended.
 - b. Grantees who achieve 65-79% of their benchmarked deliverables will be eligible to access 90% of grant funds, if appropriately expended.
 - c. Grantees who achieve 80-94% of their benchmarked deliverables will be eligible to access 95% of grant funds, if appropriately expended.
 - d. Grantees who achieve 95-100% of their benchmarked deliverables will be eligible to access 100% of grant funds, if appropriately expended.

DVP reserves the right to exercise necessary discretion to adjust payment amounts when extenuating circumstances arise.
5. The Grantee shall adhere to the instructions and procedures provided and revised, from time to time, by the City concerning invoices and progress reports, which may include requests for additional supporting documentation of reporting expenditures at any time.
6. For state and federally funded programs, the City will require supporting documentation of all reported expenditures. Documentation may consist of copies of the following as relevant:
 - a. Personnel expenditures: payroll reports

- b. Purchase of goods or services: itemized vendor invoices and statement showing payment to vendor
- c. Stipends to clients/participants: recipient list, contact information, and stipend amount

Definitions:

General outreach/events: Efforts to contact and engage a participant about whom nothing is known. This may include providing spaces for the broader community to engage in community healing activities, outreach events, street engagement, presentations at schools, et cetera.

Intensive outreach: Efforts to contact and engage specific participants or community members (i.e. at least their name and perhaps some other information about them is known). This can be thought of as the “engagement” work to bring a youth or young adult into a program and/or to provide appropriate referrals. Time spent trying to locate, as well as meeting with, the participant, or his/her family and teachers, counts as intensive outreach.

Life Coaching: Activities once an enrolled youth/young adult has been assessed and assigned to a life coach who then develops and follows up on a service/case plan with the participant. Regular in-person contact with the participant is maintained by the case manager over an extended period and efforts are made to move the participant toward the goals set out in the service/case plan. Note that travel time spent to meet the participant does not count as life coaching time. Time spent meeting with the participant’s family and teachers (as well as time with the participant) does count as life coaching time.

**Measure Z: Lead Agency Budget
Fiscal Year-July 1 2021 - June 30 2022**

Lead Organization Name: OUSD Community Schools, Student Services

Sub-Strategy Juvenile Justice Center/Transition Center

PLEASE FILL IN YELLOW CELLS ONLY

I. DIRECT COSTS			DVP Request	Match - Minimum 20% of annual amount	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	% FTE on			
OUSD Coordinator JJC	\$ 120,249	82%	\$ 61,327.00	\$ 37,277.18	\$ 98,604.18
Admin Assistant	\$ 61,525	20%		\$ 12,305.00	\$ 12,305.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal			\$ 61,327.00	\$ 49,582.18	\$ 110,909.18
Fringe Benefits & Rate	rate:	36%	\$ 19,803.00	\$ 25,982.93	\$ 45,785.93
SUBTOTAL			\$ 81,130.00	\$ 75,565.11	\$ 156,695.11
B. OTHER DIRECT COSTS					
Equipment/Computer Upgrades			1,250		\$ 1,250.00
Facility/Classroom Rental					\$ -
General Office Supplies/Software			320		\$ 320.00
Program Materials and Supplies			1,500		\$ 1,500.00
Telephone/Internet/Communications			300		\$ 300.00
Travel/Transportation			500		\$ 500.00
Staff Training/Professional Development					\$ -
Consultants (not subgrantees)					\$ -
Mini-grants					\$ -
SUBTOTAL			\$ 3,870	\$ -	\$ 3,870
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients			
Wages (wage/hr x # hours)					\$ -
Stipend					
Flexible funds/ Client Incentives					
SUBTOTAL					
D. SUBGRANTEES					
			-	-	\$ -
			-	-	\$ -
			-	-	\$ -
SUBTOTAL			\$ -	\$ -	\$ -
II. INDIRECT COSTS					
May not exceed 15% of ENTIRE DVP direct costs (including Subgrantee budgets)	Rate:				
GRAND TOTAL			\$ 85,000		\$ 160,565

1 - SUBGRANTEE BUDGET

Fiscal Year- July 1 2021 - June 30 2022

Subgrantee Name:					
PLEASE FILL IN YELLOW CELLS ONLY					
I. DIRECT COSTS			DVP Request	Match - at least 20% of total annual amount	Total Project Budget
A. PERSONNEL					
Lead Agency Positions	Annual Salary	% FTE on project			
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal			\$ -	\$ -	\$ -
Fringe Benefits & Rate	rate:		\$ -	\$ -	\$ -
SUBTOTAL			\$ -	\$ -	\$ -
B. OTHER DIRECT COSTS					
Equipment/Computer Upgrades					-
Facility/Classroom Rental					-
General Office Supplies/Software					-
Program Materials and Supplies					-
Telephone/Internet/Communications					-
Travel/Transportation					-
Staff Training/Professional Development					-
Consultants					-
SUBTOTAL			\$ -	\$ -	\$ -
C. WAGES, STIPENDS, and FLEXIBLE FUNDS					
	Amount	# of clients		Other Sources	
Wages (wage/hr x # hours)					\$ -
Stipend					\$ -
Flexible funds/ client incentives					\$ -
SUBTOTAL			\$ -	\$ -	\$ -
TOTAL DIRECT COSTS			\$ -	\$ -	\$ -
II. INDIRECT COSTS					
May not exceed 15% of ENTIRE DVP direct costs (including Lead Agency and other Subgrantees)					\$ -
GRAND TOTAL			\$ -	\$ -	\$ -



DEPARTMENT OF VIOLENCE



PREVENTION

Budget Narrative
July 1, 2021 - June 30, 2022

Lead Agency: OUSD Community Schools, Student Services
Sub-strategy: Juvenile Justice Center, Partnership

A. DIRECT COSTS **\$ 160,565**

PERSONNEL Subtotal **\$ 110,909.18**

Hattie Tate, OUSD Coordinator, Juvenile Justice Center Partnership. The Project Coordinator is responsible for planning, organizing, and directing the implementation and operations of this project. The base salary for the Coordinator is \$120,249 and benefits are \$43,289.64 totaling annual salary and benefits at \$163,538.64. The Coordinator will work on the program 82% FTE for 12 months for a cost of \$81,130.00.

The amount requested from Department of Violence Prevention for this line item is \$61,327 for base salary, and \$19,803 benefits (at 36%) totaling \$ 81,130.00.

The Coordinator will coordinate and manage the enrollment of 375 youth in OUSD educational sites and refer 150 youth to case management services. As Coordinator, she will also co-facilitate with DHS staff monthly case conference meetings with Probation, Life Coaches, OUSD staff, and JJC staff. The Coordinator will collaborate with the Probation Unit Supervisor, DPOs, AC Public Health Director, ACOE Director and Director of onsite Guidance Center in completing 50 collaborative case conferences. The Project Coordinator will collaborate with other OUSD Departments and Units to improve educational outcomes for youth returning to schools in Oakland. The Coordinator will coordinate, facilitate or co-facilitate the implementation of Welcome Circles/ Multi-Disciplinary Team (MDTs), Circles of Support and) meetings with OUSD school sites.

\$61,327 will be charged to Measure Z. The remaining salary (\$37,277) will be charged to other OUSD funds.

The amount requested from Department of Violence Prevention is **\$61,327**

Administrative Assistant 20% FTE on program will collaborate providing general administrative support at a salary provided in matching funds of \$12,305 by OUSD.

The amount requested from Department of Violence Prevention is 0.

Fringe and Benefits

Subtotal **\$ 45,785.93**

FRINGE BENEFITS

(Estimated) Fringe Benefits for 82% FTE totaling \$ 35,497.50

(Estimated) Fringe Benefits for 20% FTE totaling \$ 4,429.80

The Coordinator's fringe benefit amount requested from Department of Violence Prevention is **\$ 19,803**



PREVENTION

DEPARTMENT OF VIOLENCE



Budget Narrative July 1, 2021 - June 30, 2022

The fringe benefit amount in OUSD matching funds for the Coordinator and the Admin Assistant is \$ 25,982.00

B. OTHER DIRECT COSTS

Subtotal \$ 3,870.00

List costs that are directly associated with operating the project. For each line item, describe how estimates were determined in the budget narrative, and how much is being requested from Department of Violence Prevention.

- i. Equipment/Computer: Department of Violence Prevention permits purchase of equipment and capital items for use by program participants and staff. The City retains title to capital expenditures purchased with Department of Violence Prevention funds and reserves the right to exercise its ownership. Capital expenditures are individual items costing \$1,250 or more unless the Applicant's policy stipulates a lower amount in determining its capital expenditures.

The amount requested from Department of Violence Prevention is \$1250.00

- ii Facility Rental: These are the pro-rated costs of space rental, utilities, building maintenance and other occupancy costs that are directly used to provide the services for this project.

The amount requested from Department of Violence Prevention is \$0.

- iii. General Office Supplies/Software: These are the costs of office supplies, copying and software associated with the proposed project.

The supply budget is \$320. This covers \$26 per month in office supplies.

The amount requested from Department of Violence Prevention is \$ 320

- iv. Program Materials & Supplies: This category should include all items that your program requires in order to operate, such as curriculum costs, training materials, or food for participants. The Narrative should list/explain all the items included in this category.

Food for trainings is calculated for 6 case conferences/trainings at \$150 for 25 participants. We estimate serving 25 participants per training, and 6 trainings per year. The total program cost for food, program materials and supplies will be \$1500.

The amount requested from Department of Violence Prevention is \$ 1,500.00

- v. Telephone/Internet/Communications: This category should include telephone, mobile phone, and Internet services associated with your proposed project (District's Cellphone stipend is \$300).



PREVENTION

DEPARTMENT OF VIOLENCE



Budget Narrative July 1, 2021 - June 30, 2022

The amount requested from Department of Violence Prevention is \$300

- vi. **Travel/Transportation:** The projected expenditures for local and non-local travel should be described in this section. The basis for the calculation as well as the purpose for all travel should be provided. Local travel estimates should be based on your organization’s current policies, for example, 57.5 cents per mile. Any out of area travel needs should be carefully itemized and justified.

The amount requested from Department of Violence Prevention is \$500

- vii. **Staff Training/Professional Development:** This category should include costs related to providing professional development opportunities for staff working on the Department of Violence Prevention funded program, such as conference registration fees, workshop or seminar fees, or training materials.
- viii. **Consultants (not sub-grantees):** This category is for individuals who provide special services in order to help you operate your program, but who are not your employees. Consultant fees paid by Department of Violence Prevention are not to exceed \$650/day for a full day of work. Indicate the name of the consultant and the specific services they will be providing, and basis for their fee. If you have not yet determined who your consultant will be for the needed service, you may state “Consultant TBD.”
- ix. **Mini-grants:** This category should include funding that will be distributed to individuals who will support the violence reduction work of smaller organizations and individuals who have experienced violence. The category should include a brief description of the mini-grant administration process and the total amount of funding that will be distributed towards grassroots mini-grants.

Sample Narrative: The organization will act as a fiscal and program manager for grassroots mini-grants that will be distributed throughout the community. The organization will coordinate a grassroots mini-grant committee that will establish mini-grant funding principles, review applications and distribute funds. The amount requested from Department of Violence Prevention is _____.

C. WAGES, STIPENDS, AND FLEXIBLE FUNDS

Subtotal \$ _____

- i. **Wages (wage/hr x # hours):** If your program is going to offer wages to clients/participants, indicate the amount paid and the number of participants/clients you anticipate will receive wages. Please note that all grantees are required to comply with the City of Oakland’s new



PREVENTION

DEPARTMENT OF VIOLENCE



Budget Narrative July 1, 2021 - June 30, 2022

minimum wage law. Refer to the City Attorney’s FAQ Guide to the Minimum Wage Law for more information:

<http://www2.oaklandnet.com/government/o/CityAdministration/d/MinimumWage/index.htm>

Sample Narrative: Wages are budgeted at \$12.50 per hour, for 10 hours per week, for 24 weeks. For 15 participants, the budget for wages is \$45,000. The amount requested from Department of Violence Prevention is _____.

- ii. **Stipends:** If your program is going to offer stipends to clients/participants, these are cash stipends as part of structured program activities.

Sample Narrative: Each participant is eligible to receive \$150 a month for 10 months. For 10 participants, the budget for stipends is \$15,000. The amount requested from Department of Violence Prevention is _____.

- iii. **Flexible Funds/Incentives:** If your program is going to offer incentives to participants for attendance or for completing milestones, please indicate the type of incentive (cash, gift certificate, etc.) and the number of participants you anticipate will receive incentives.

Sample Narrative: Each family participating will receive a gift certificate of \$25 for completing the parent education class (25 families X 25 =\$625). The amount requested from Department of Violence Prevention is _____.

D. SUB-GRANTEE

- a. For this section list the organization or individual name of each subcontractor or consultant. For each and every subcontractor, enter a line item budget using the same guidelines as the lead Applicant budget. The Narrative should include what role each sub-grantee listed will be playing in the program.

TOTAL DIRECT COSTS	Department of Violence Prevention	OUSD Matching Funds	Totals
Personnel	61,327	75,565.11	110,909.18
Fringe & Benefits	19,803	25,982.93	45,785.93
Other Direct Costs	3,870		3,870.00
Wages, Stipends, and Flexible Funds			
Sub-grantees (if any)			
Total Direct Costs	85,000		160,565

INDIRECT COSTS

Indirect costs may be calculated up to 10% of the total grant request.



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Budget Narrative July 1, 2021 - June 30, 2022

Ten percent of a total requested grant amount of \$85,000 is \$8,500, which will not be charged as an un-itemized administrative fee.

Total Direct and Indirect Costs	\$ 160,565
(Total Budget Requested)	\$ 85,000



DEPARTMENT OF VIOLENCE PREVENTION
Proof of Match Sheet: July 2021 – June 2022

I. Agency Information

Lead Agency	Oakland Unified School District	
<input type="checkbox"/> Check if Lead Agency is a Fiscal Sponsor		
Sub-Strategy		
Contact Name & Phone #	Hattie Tate	(510) 295-5375
Total DVP Award	\$ 85,000	

II. Match Summary

Below, list the proposed different sources for your match and amounts. Be sure to list only the amount that is being used towards the DVP funded project for July 2021- June 2022.

TYPE	Source	Match Amount
Philanthropic Grants:		\$
		\$
		\$
		\$
Grants/Service Agreements	OUSD: General Funds	\$
	OUSD Coordinator	\$ 58,922
	Admin Assistant (20%)	\$ 12,205
	Fringe Benefits	\$ 25,982.93
Corporate Donations		\$
		\$
		\$
		\$
Individual/Private Donations		\$
		\$
		\$
		\$
In-Kind Donations		\$
		\$
		\$
		\$
Volunteer Support	_____ hrs x \$10.80 (or more with HSD Approval)	\$
TOTAL MATCH		\$ 97,209.93

Signature		Date	
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CITY OF OAKLAND

Department of Violence Prevention Programs
Contact Sheet July 2021 - June 2022

Fiscal Agency: Oakland Unified School District/OUSD
Lead Agency: OUSD/Community Schools, Student Services/JJC
Project Title: Youth Diversion Program

SubGrantee(s):

Name of GRANT REPRESENTATIVE: Hattie Tate

This individual must be an employee of the lead agency/fiscal agency that has the authority to negotiate scopes of work, budgets, and complete grant documents.

Title: Hattie Tate, OUSD/CSSS Coordinator, JJC Phone: (510)295-5375
Email: hattie.tate@ousd.org Fax: _____
Mailing address: 1000 Broadway Suite 150, Oakland, CA Zip: 94606

Name of PROGRAM CONTACT: Hattie Tate

This individual should be able to answer any program specific questions.

Title: Administrator/Coordinator Phone: 510) 295-5375
Email: hattie.tate@ousd.org Fax: _____
Mailing address: 1000 Broadway Suite 150, Oakland, CA Zip: 94605

* **Persons Authorized to pick-up reimbursement payments:**

These are the **ONLY** people authorized to pick up reimbursements. If they are unavailable to pick up reimbursements, they must email their grant monitor with the name and title of the person that will be coming to pick up reimbursement.

1. Name: David Lewis Title: Accountant
Email: david.lewis@ousd.org Phone: 510) 879-0127
2. Name: _____ Title: _____
Email: _____ Phone: _____

Please list all other program staff on the next page

PROGRAM STAFF:

These individuals also need to be notified regarding DVP updates and information. If you have more than ten individuals who should receive DVP updates, Please submit an excel spreadsheet with contact information.

Staff Member			
Name:	Andrea Bustamante	Title:	Executive Director
Email:	andrea.bustamante@ousd.org	Phone:	(510) 879-2901
Staff Member			
Name:		Title:	
Email:		Phone:	
Staff Member			
Name:		Title:	
Email:		Phone:	
Staff Member			
Name:		Title:	
Email:		Phone:	
Staff Member			
Name:		Title:	
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Staff Member			
Name:		Title:	
Email:		Phone:	
Staff Member			
Name:		Title:	
Email:		Phone:	
Staff Member			
Name:		Title:	
Email:		Phone:	

If your agency or program undergoes any staff changes, please remember to RESUBMIT the contact sheet and fill in any information that has changed.

21 MAY -6 PM 3: 13

Approved as to Form and Legality



City Attorney's Office

OAKLAND CITY COUNCIL
RESOLUTION No. 88654 C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW GRANT AGREEMENTS WITH VIOLENCE INTERVENTION PROGRAM SERVICE PROVIDERS IN A TOTAL AMOUNT NOT TO EXCEED EIGHT MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS (\$8,560,000) FOR AN ADDITIONAL ONE-YEAR TERM BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.

WHEREAS, the City of Oakland voters passed Measure Z, the Oakland Public Safety and Services Violence Prevention Act ("Safety and Services Act"), in November 2014, approving a series of taxes to support violence intervention objectives, including programs and services that provide support for high-risk youth and young adults to interrupt the cycle of violence and recidivism; and

WHEREAS, the Safety and Services Act requires the department head (or his/her designee) of each department receiving Safety and Services Act funds to prepare a priority spending plan for the funds received to be presented to the Public Safety and Services Violence Prevention Commission at least every three years; and

WHEREAS, the Department of Violence Prevention ("DVP") administers Safety and Services Act funds for violence intervention programs and services and every two-to-three years DVP prepares the required priority spending plan which outlines the recommended violence intervention and prevention strategies and services for the next funding cycle; and

WHEREAS, in 2018 DVP staff, while part of the former Human Services Department's Oakland Unite division, developed spending plan recommendations concerning strategies to prioritize and the process for allocating funds in collaboration with community and public partners that included community listening sessions, review of local and national best practices, and interviews with public and community partners; and

WHEREAS, the spending plan recommendations were also informed by the citywide participatory planning process led by the Urban Strategies Council to inform the development of the City's new Department of Violence Prevention; and

WHEREAS, on December 11, 2018, the City Council passed Resolution No. 87477 C.M.S., which approved DVP's priority spending plan which outlined the violence prevention program strategies and the process for allocating funds for a two-year grant

cycle beginning July 1, 2019 and ending June 30, 2021; and

WHEREAS, Oakland Unite staff issued a Request for Proposals (“RFP”) in January 2019 and led a competitive process in which trained reviewers evaluated 53 eligible proposals requesting funding for violence prevention services and programs; and

WHEREAS, on June 18, 2019, the City Council passed Resolution No. 87756 C.M.S., which awarded grant agreements to multiple violence intervention service providers selected through the RFP process for a one-year term beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, on May 19, 2020, following a report on grantees’ performance and progress for the grant term ending June 30, 2020, the City Council passed Resolution 88120 C.M.S., which authorized renewal of the violence intervention service grant agreements for an additional one-year term from July 1, 2020 through June 30, 2021; and

WHEREAS, in December 2020, DVP developed and presented Safety and Services Act priority spending plan recommendations for the next funding cycle beginning July 1, 2021; and

WHEREAS, following discussion of the proposed new Safety and Services Act priority spending plan, the City Council elected to extend the current priority spending plan adopted in December 2018 for nine months to allow for additional public outreach and input; and

WHEREAS, on December 15, 2020 the City Council passed Resolution No. 88466 C.M.S., which formally extended the current Safety and Services Act spending plan through March 31, 2022 and directed the City Administrator to return to Council by June 30, 2021 with a revised proposed spending plan after conducting additional public outreach; and

WHEREAS, DVP contract monitoring activities found all existing violence intervention service grantees to be in compliance with the terms of their awards; and

WHEREAS, DVP staff now recommends that the City Council authorize renewal of grant agreements with the existing violence prevention service providers for a total amount not to exceed \$8,560,000 for a third one-year term beginning July 1, 2021 and ending June 30, 2022, for the purpose of funding violence intervention services to high-risk youth and young adults; now, therefore, be it

RESOLVED: That the City Council hereby authorizes the City Administrator to renew grant agreements with the following private non-profit and public agencies in an amount not to exceed the specified amount for each grantee for a total amount not to exceed \$8,560,000 for the provision of violence prevention services for an additional one-year term beginning July 1, 2021 and ending June 30, 2022:

TABLE 1: DVP Violence Intervention Grants (FY 2021-2022)

FY 2021-2022 GRANT AMOUNTS	
Agency Name	FY2021-22 Amount
Adult Employment and Education Support Services	

FY 2021-2022 GRANT AMOUNTS	
Agency Name	FY2021-22 Amount
Center for Employment Opportunities, Inc.	\$ 345,000
Oakland Private Industry Council, Inc.	\$ 300,000
The Youth Employment Partnership, Inc.	\$ 255,000
Adult Life Coaching	
Abode Services	\$ 150,000
Community & Youth Outreach, Inc.	\$ 450,000
The Mentoring Center	\$ 450,000
Roots Community Health Center	\$ 250,000
Commercially Sexually Exploited Youth Intervention	
Bay Area Women Against Rape	\$ 235,000
Covenant House California	\$ 200,000
Motivating, Inspiring, Supporting and Serving Sexually Exploited Youth, Inc.	\$ 315,000
Community Healing	
Building Opportunities for Self-Sufficiency	\$ 550,000
Communities United for Restorative Youth Justice	\$ 175,000
Restorative Justice for Oakland Youth	\$ 325,000
Roots Community Health Center	\$ 325,000
Movement Strategy Center (Fiscal sponsor for Urban Peace Movement Oakland)	\$ 350,000
Family Violence Intervention	
The Family Violence Law Center	\$ 600,000
Shooting and Homicide Response	
Catholic Charities of the Diocese of Oakland	\$ 340,000
Youth ALIVE!	\$ 1,060,000
Youth Career Exploration and Education Support	
Safe Passages	\$ 200,000
The Youth Employment Partnership, Inc.	\$ 400,000
Youth Diversion & Life Coaching	
Alameda County Probation Department	\$ 85,000
Community Works West, Inc.	\$ 200,000
East Bay Asian Youth Center	\$ 445,000
Oakland Unified School District	\$ 85,000
Young Women's Freedom Center (Center for Young Women's Development)	\$ 200,000
Youth ALIVE!	\$ 270,000
TOTAL	\$8,560,000

and be it

FURTHER RESOLVED: That the authorization to renew the above grant agreements is contingent upon an appropriation of Safety and Services Act Funds, General Purpose Funds, or other funds in the adopted FY 2021-2023 Biennial Budget for Violence Intervention Programs and Services sufficient to fund the above grant awards; and be it

FURTHER RESOLVED: That these agreements are not professional services

contracts as defined by City ordinance as they do not provide goods or services to the City but rather they are grants to public and nonprofit programs that serve the public at large, therefore the competitive request for proposal/qualifications process is not required under Oakland Municipal Code section 2.04.015; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, payment requests and related actions necessary to achieve the basic purpose of this resolution; and be it

FURTHER RESOLVED: That, prior to execution, said grant agreements shall be approved as to form and legality by the Office of the City Attorney and fully executed copies of the agreements shall be placed on file with the Office of the City Clerk.

3053936v5

IN COUNCIL, OAKLAND, CALIFORNIA,

MAY 18 2021

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, ~~WALSH~~ KALB, KAPLAN, REID, TAYLOR, THAO AND PRESIDENT FORTUNATO BAS - 7

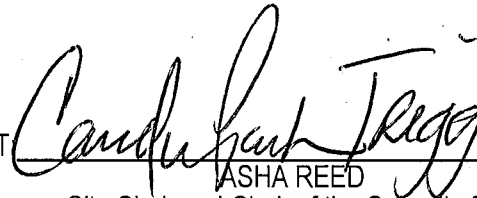
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - 1 Gallo

ATTEST



ASHA REED
City Clerk and Clerk of the Council of the
City of Oakland, California

Combined Grants Schedules



Business Name Oakland Unified School District Phone 510) 879-4601 Email joanna.powell@ousd.org
 Address 1000 Broadway City Oakland State CA Zip 94606 Federal ID # _____
 City of Oakland Business License Number _____ Completed by: Joanna Powell/Hattie Tate Phone if different 510)295-5375

Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)

I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)** Yes No
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 _____ Date: _____ Official(s), Staff person(s) involved: _____
 Administering Department/Division: _____ Issues: _____
- (check)** *Additional Disputes listed on Attachment*

Schedule N - (Living Wage – Declaration of Compliance) Grants *accumulating over \$100K, Grants under \$100K mark N/A*

Employment Questionnaire: Please respond to the following questions:

Responses

Employment Questionnaire: Please respond to the following questions:	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,690
(2) How many of your permanent employees are paid above the Living Wage rate?	4,690
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item “a” above)	10-25 days
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) *Grants accumulating over \$25K, Grants under \$25K mark N/A*

Section A. Grantee Information

- (1) Are you an EBO certified firm **(Please check one)** Yes No (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. 4500 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? **(Please check one)** Yes No (4) Union name(s) SEIU, AFSCME, OEA, CSEA, UAOS, Teamsters, BCTC

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please check one)** Yes No
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please check one)** Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: _____

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:** *JLP*

Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial:** *JLP*


Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** *JLP*

By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: Joanna Powell **Title:** Staff Attorney

Signature: *Joanna J. Powell* **Date:** 1/26/2021

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

STATE OF CALIFORNIA Department of Industrial Relations Labor Commissioner's Office 1515 Clay St Ste 801 Oakland, CA 94612 Email: laborcomm.wca.oak@dir.ca.gov Fax: (510) 622-3257		
PLAINTIFFS: Lidia Morales (State Case No. 534833) Maria Zamora (State Case No. 534834) Olga Viduarri (State Case No. 534835) Maria Alonso (State Case No. 534836) Janeth Castillo (State Case No. 534837) Delia Calderon (State Case No. 534838) Zhong Wang (State Case No. 534841) Ana Angulo (State Case No. 537406)		
DEFENDANT: Oakland Unified School District 1000 BROADWAY STE 300 OAKLAND, CA 94607		
State Case Number (See cases numbers listed above)	NOTICE OF CLAIM AND CONFERENCE	

ALL PARTIES in the above matter **ARE TO APPEAR** for a conference to be held via Zoom as follows:

Topic: **Oakland Unified School District -- Babysitter Cases**

Time: Oct 8, 2020 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94067014360?pwd=UEVYbmdZZW14YzJLUmNDY3hhNDlkZz09>

Meeting ID: 940 6701 4360

Passcode: 526835

One tap mobile

+16699009128,,94067014360#,,,,,0#,,526835# US (San Jose)

+12532158782,,94067014360#,,,,,0#,,526835# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 940 6701 4360

Passcode: 526835

Find your local number: <https://zoom.us/j/9171111111>

The purpose of this conference is to discuss the validity and to settle the claim filed with this Division by the

The claims stated below pertain to each of the above-listed plaintiffs.

Plaintiffs shown above alleging non-payment of:

CLAIM	Amount Earned or Accrued	Less Amount Paid	Balance Due
MINIMUM WAGES -- From 4/5/2014 through 4/5/2018, plaintiff was not paid the local minimum wage in Oakland, where plaintiff performed labor. Plaintiff seeks the difference between the Oakland minimum wage and the rate that she was paid, for a total number of hours to be determined at hearing.			To be determined
LIQUIDATED DAMAGES: Failure to Pay Minimum Wages -- At least minimum wage must be paid for all hours worked, including any overtime hours worked. An employee is entitled to recover liquidated damages in an amount equal to minimum wages earned but not paid as required by law. (See Labor Code Section 1194.2) Plaintiff claims liquidated damages, in an amount to be determined at conference or hearing.			To be determined
TOTAL CLAIMED			To be determined

A document detailing the amount(s) due may be attached. Claim amounts may be approximate and subject to modifications as the claim proceeds. In addition, the employer may be subject to penalties due to the State of California, which may be assessed pursuant to Labor Code Section 210, 225.5 and 226.8.

This notice constitutes demand on behalf of the Plaintiff that all wages due be mailed immediately to the Labor Commissioner at the address listed above. Prior to the conference, you may submit to this office a written reply regarding this claim. However, you should still attend the conference, unless otherwise notified. **If you want to resolve this claim without the need to appear at conference**, you can do so by **immediately** mailing to this office a check or money order made payable to the **Plaintiff** for the full amount of this claim, **including penalties** and any liquidated damages. If you concede that part of the claim is valid the conceded amount **must be paid immediately** as required by Labor Code Section 206. Any disputed amount will be discussed at the scheduled conference. Do not make payroll deductions from amounts paid as penalties.

DEFENDANT: Please bring to the conference any payroll records, time records or other documents that may have bearing on this matter. Please bring to the scheduled conference a copy of any of the following documents identifying your business: city business license; certificate of fictitious business name; general or limited partnership statement; articles of incorporation filed with the Secretary of State.

WITNESSES & OBSERVERS MAY NOT BE PERMITTED AT CONFERENCES

If this claim is not settled, it may be resolved through a hearing as provided by Section 98 of the Labor Code which includes the accrual of interest pursuant to Labor Code Section 98.1(c), 1194.2 and/or 2802(b).

DEFENDANT(S) - PLEASE TAKE NOTICE:

With respect to the claims above, the basis for liability may be determined on various grounds, including but not limited to liability pursuant to Labor Code sections 2810.3 and/or 238.5, and/or **individual liability** pursuant to Labor Code section 558.1.

Under Labor Code Section 558.1, any employer or other person acting on behalf of an employer who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. For purposes of Labor Code Section 558.1, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer.

Under Labor Code section 2810.3, a labor contractor(s) and the business entity (a “Client Employer”) that was provided with workers by the contractor(s) to perform labor within the Client Employer’s usual course of business may be held jointly and severally liable for any wages, damages, and penalties found due to the workers who performed the labor. A contract for the provision of labor between the contractor(s) and the Client Employer is not required for liability to attach under the law.

Under Labor Code Section 238.5(a)(1) “Any individual or business entity, regardless of its form, that, as a part of its business, contracts for services in the property services or long-term care industries shall be jointly and severally liable for any unpaid wages, including interest,... to the extent the amounts are for services performed under that contract.” “Property services” industry includes: “janitorial, security guard, valet parking, landscaping, and gardening services.” § 238.5(e)(1).

While this claim is before the Labor Commissioner, you are required under Labor Code Section 98(a) to notify the Labor Commissioner *in writing* of any change in your business or personal address within 10 days after any change occurs.

NOTICE DATE: September 18, 2020

Sonja Sonnenburg

Deputy Labor Commissioner

Telework phone (628) 222-6120

Email: ssonnenburg@dir.ca.gov



OFFICE OF THE GENERAL COUNSEL

October 15, 2020

Sonja Sonnenburg
Deputy Labor Commissioner
Division of Labor Standards Enforcement
Oakland District Office
1515 Clay Street, Ste 801
Oakland, CA 94612
Email: ssonnenburg@dir.ca.gov

RE: Improper Application of a Local/Municipal Code to the Oakland Unified School District

Dear Ms. Sonnenburg:

Thank you for facilitating an opportunity to resolve the pending Oakland Unified School District (“District”) wage claims filed with the Division of Labor Standards Enforcement (“DLSE”). As the District strives to be a premier employer in the city of Oakland, we welcome the opportunity to resolve employment matters through alternative dispute resolution. Although we appreciate the forum provided by the DLSE, as indicated in our meeting on October 8, 2020, the District opposes the DLSE’s jurisdiction over the matter. The claims filed with the DLSE are based on the District’s alleged failure to implement a local/municipal code prescribing the minimum hourly wage in the city of Oakland (“Measure FF”). The claims assume, in error, that Measure FF, a local/municipal code applies to the District—a separate state/public entity. The District opposes the application of the local/municipal code to the District. Specifically, we do not believe that the District is bound by the local/municipal code given its status as a separate public entity.

OUSD’s exemption from certain local/municipal laws is rooted in the California Constitution. Among other things, the California Constitution creates state and county education offices, authorizes the creation of school districts, and specifies minimum salaries for teachers. Cal. Const. art. IX, § 2-3.3, 6. The public school system and education in general is purely a state function, which the courts have long recognized. Butt v. State of Cal., 4 Cal. 4th 668, 680 (1992). “...*California courts have adhered to the following principles: Public education is an obligation which the State assumed by the adoption of the Constitution.*” See also San Francisco Unified School Dist. v. Johnson 3 Cal.3d 937, 951-952, (1971); Piper v. Big Pine School Dist. 193 Cal. 664, 669 (1924).

Furthermore, the control and management of the state’s public schools falls under the direction of state legislature, not local measures. Butt v. State of Cal., 4 Cal. 4th 668, 681 (1992) quoting Kennedy v. Miller 97 Cal. 429, 432, 431 (1893). “[M]anagement and control of the public schools [is] a matter of state, [not local,] care and supervision. . . .” See also Hall v. City of Taft, 47 Cal.2d 177, 181 (1956); California Teachers Assn. v. Huff, 5 Cal.App.4th 1513, 1523-1524 (1992). The management and control of the school district, which extends to wages and salaries of its employees, is limited only by the California Constitution, and is not governed by local measures or ordinances. Butt v. State of Cal., supra at pp. 681. “*The Legislature’s “plenary” power over public education is subject only to constitutional restrictions.*” See also Hall v. City of Taft, supra,



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at pp. 180-181; Tinsley v. Palo Alto Unified School Dist. (1979) 91 Cal.App.3d 871, 903-904. Notably, the exemption between independent public entities has been echoed and implemented in several other state municipalities with progressive minimum wage measures, including the City of Mountain View¹, the City of San José², and the City of San Francisco³.

In short, the municipal code does not apply to the District and therefore the District is bound to the minimum wages set by the state of California; not the minimum wage set as per the municipal code (following Oakland's Measure FF). Although we appreciate the DLSE's alternative dispute resolution process offered by the DLSE to facilitate prompt resolution of the matter without additional time and expense, we urge your division and counsel to revisit the issues raised by the District above. Moreover, if/when additional claims are brought forth under the same and/or similar municipal codes, the claims should be denied for the reasons outlined above.

Should you have any questions, please feel free to contact me directly. Please also note, the District's General Counsel, Josh Daniels, is also willing to discuss this matter with your legal counsel upon request.

Sincerely,

/s/ Jenine A. Lindsey

Jenine A. Lindsey
Executive Director of Labor Relations & ADR

¹ Mountain View City Code, art. II, § 42.15. "*Exempt organizations. State, federal and county agencies, including school districts, shall not be required to pay minimum wage when the work performed is related to their governmental function.*"

² San Jose Minimum Wage Ordinance City Attorney's Office FAQs, "*State and federal agencies, including school districts, are not required to pay minimum wage when the work performed is related to their governmental function.*"

<https://www.sanjoseca.gov/DocumentCenter/View/12423>

³ San Francisco Unified School District, Resolution No. 148-12A2, "*WHEREAS: As an entity of the State, the San Francisco Unified School District is not subject to the San Francisco Minimum Wage Ordinance.*"

<http://www.sfusd.edu/en/assets/sfusd-staff/about-SFUSD/files/resolutions/Haney%20Minimum%20Wage%20for%208%2012%2014%20final.pdf>

Schedule V. (Supplemental Response)

On May 27, 2021, the District received the attached Letter of Determination from the U.S. Equal Employment Opportunity Commission (“EEOC”). The District has agreed to participate in conciliation/ADR through the EEOC.

Enclosure:

[Letter of Determination](#)



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Oakland Local Office

1301 Clay Street, Suite 680-N
Oakland, CA 94612

Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Oakland Direct Dial: (510) 956-0004
FAX (510) 637-3235
Website: www.eeoc.gov

Via email to jenine.lindsey@ousd.org

Charge No. 555-2015-00937

Erica Noble
2608 Grant Street
Berkeley, CA 94703

Charging Party

Oakland Unified School District
1000 Broadway, Suite 295
Oakland, CA 94607

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge filed under the Americans with Disabilities Act of 1990, as amended (ADA). All jurisdictional requirements have been met.

Charging Party alleges that she was not hired because of her disability.

Respondent denies Charging Party's allegations.

The evidence shows that there is reasonable cause to believe the Respondent failed to hire the Charging Party as a Teacher for the Deaf and Hard of Hearing class because of her disability, in violation of the ADA.

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation (i.e., settlement). Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. If you wish to participate in conciliation, please email Steven Hunt at steven.hunt@eeoc.gov within 10 calendar days from the date of this letter.

When the Respondent declines to enter into conciliation discussions, or when the Commission's representative for any reason is unable to secure a settlement acceptable to the Commission, the Commission shall so inform the parties in writing and advise them of the court enforcement alternative available to the Charging Party and the Commission. The confidentiality provisions of the statute and Commission Regulations apply to information discussed or given during conciliation.

On Behalf of the Commission:

05/27/2021

DATE

Steven Hunt
Local Office Director